



Phone: 607.432.6450
 Fax: 607.433.3420
 Internet Address:
 www.oneonta.ny.us
 E-Mail Address:
 cityinfo@oneonta.ny.us

OFFICE OF THE CITY CLERK
 City Hall, 258 Main Street
 Oneonta, NY 13820-2589

**City of Oneonta Portable Bandstand
 Usage Request Form**

Applicant Section

Organization Name _____

Address: _____

Contact Person: _____

Telephone Number: _____

Purpose of Request _____

Duration of Rental: _____

City Clerk Checklist and Authorization Section

- Not-for-Profit usage fee paid (\$100.00 per day) _____
- For-Profit usage fee paid (\$250.00 per day) _____
- Deposit Check received (\$500.00) _____
- Insurance Certificate received _____
- Indemnification Agreement received (or N/A) _____
- Request Approved _____
- Request Denied _____

Applicant agrees they shall be responsible for any damages incurred to the bandstand during the usage period.

 Signature of Authorized Representative (Renter)

 Date



Phone: 607.432.6450
 Fax: 607.433.3420
 Internet Address:
 www.oneonta.ny.us
 E-Mail Address:
 cityinfo@oneonta.ny.us

OFFICE OF THE CITY CLERK
 City Hall, 258 Main Street
 Oneonta, NY 13820-2589

**City of Oneonta Portable Bandstand
 Indemnification Agreement**

THIS AGREEMENT made this _____ day of _____, 20____, between the CITY OF ONEONTA, a municipal corporation with offices at City Hall, 258 Main Street, Oneonta, New York, 13820 (hereinafter "Lessor") and

 _____ (hereinafter "Lessee").

WHEREAS the Lessee is hereby renting from the Lessor a portable bandstand for its own use and purposes; and

WHEREAS, the Lessor wishes to obtain in consideration for such willingness to rent said bandstand to the Lessee and indemnification of itself by the Lessee.

NOW, THEREFORE, in consideration of the right to use said bandstand from ____ AM/PM on the day of _____, 20__ through ____ AM/PM on the day of _____, 20__, it is;

AGREED that the Lessee assumes the risk of liability arising from or pertaining to the possession, operation and use of said leased band stand. Lessee shall indemnify and hold Lessor harmless from and against any and all claims, cost, expenses (including reasonable legal expenses), damage and liability arising from or pertaining to the use, possession or operation of such leased bandstand by the Lessee.

IN WITNESS WHEREOF, the representative of the Lessee has set its hand and seal this _____ day of _____, 20__.

 Lessee



Phone: 607.432.6450
Fax: 607.433.3420
Internet Address:
www.oneonta.ny.us
E-Mail Address:
cityinfo@oneonta.ny.us

OFFICE OF THE CITY CLERK

City Hall, 258 Main Street
Oneonta, NY 13820-2589

City of Oneonta Portable Bandstand Usage Policies and Procedures

(as duly adopted by the Common Council – August 5, 1997)
(as amended by the Common Council – July 6, 1999)
(as amended by the Common Council – September 16, 2003)

The following identifies appropriate policies and procedures for usage of the portable bandstand, which was donated to the City of Oneonta.

1. Rental of the portable bandstand shall be for not-for-profit and for-profit groups.
2. Usage of the portable bandstand by organizations located outside the corporate boundaries of the City of Oneonta shall be limited to those within the corporate boundaries of the County of Otsego and approval for usage shall be on a case by case basis, approved by the Common Council.

The fee charged for usage of the portable bandstand within the corporate boundaries of the City and Town of Oneonta shall be according to that as set forth in item #7. The fee charged for usage of the portable bandstand beyond the corporate boundaries of the Town of Oneonta but within the corporate boundaries of Otsego County will be cost plus 50 percent. Costs associated with the billing of the portable bandstand usage include time, materials, labor and mileage.

3. Rental of the portable bandstand shall be on a seasonal basis from April 1st to November 1st. Requests for usage for dates between November 1st and March 31st shall be on a case-by-case basis, approved by the Common Council upon recommendation of the City Clerk.
4. All requests to use the portable bandstand should be submitted to the City Clerk no earlier than November 1st but no later than December 1st for the following year's rental season. Requests submitted after this date will be considered on a case-by-case basis, based upon availability. No reservations will be made for an extended period beyond the year immediately following the deadline date (e.g., a request submitted December 1, 1997 for June 1999 will not be considered/honored).
5. If there is a conflict for dates requested, the City Clerk will reserve the portable bandstand based upon the date stamped on the application form denoting when it was received. If the date received is the same, the time it was received on that date will be the determining factor. However, if by chance the time received is the same, the City Clerk will make a determination of reservation based upon consultations with the Mayor and Chair of the Facilities and Capital Improvements Committee.
6. If usage of the portable bandstand is requested for any of the parks under the jurisdiction of the Parks and Recreation Commission (e.g., Neahwa, Wilber, Maple Street), authorization to use the bandstand must be obtained from the Commission.

7. Not-for-profit users shall be subject to a user fee of \$100.00 per day. For-profit users shall be subject to a user fee of \$250.00 per day.
8. The portable bandstand shall only be used in locations where adequate electrical and other appropriate services are readily available.
9. If delivery of the portable bandstand is requested on the day prior to its actual use, then the bandstand will not be opened/setup by city crews until the day it is to be used for security reasons. However, if the user wants the bandstand opened/setup upon delivery, then the user must provide and pay for security at the bandstand location while the bandstand is open.
10. All users shall sign an indemnification agreement with the City of Oneonta as approved by the City Attorney.
11. All users shall provide the City of Oneonta with a Certificate of Liability Insurance naming the City of Oneonta as additionally insured in the amount of \$1 million dollars.
12. All users shall provide the City of Oneonta with a bond in the amount of \$2,000.00 or a monetary deposit in the amount of \$500.00 in the event the portable bandstand is damaged while being rented.
13. All potential users shall submit a request form (as provided by the City Clerk's Office), applicable user fee and appropriate deposits to the City Clerk prior to rental.
14. In order to allow maximum usage of the portable bandstand by all appropriate and qualified users, a three (3) day maximum rental period shall apply.
15. The transport and setup of the portable bandstand shall be the responsibility of the City of Oneonta.
16. The City of Oneonta shall provide all approved users with the name(s) of persons to contact in the event a situation arises related to the portable bandstand while being rented.
17. The City Clerk shall maintain a reservation calendar identifying all user groups that have been granted approval to use the portable bandstand.